

INDIANA STATE SENTINEL.

SUPREME COURT OF INDIANA.

Cases Determined at the May Term, 1845.

Reported for the Indiana State Sentinel by A. J. Stevens.

WEDNESDAY, May 28.

Moir v. Clark. Appeal from the Decatur C. C. Opinion by SELLIVAN J.

1. A bill in Chancery for discovery and relief against an unscrupulous contractor, must state that the principal and lawful interest have been paid or tendered, and in case of a tender the money must be brought into Court.

2. When it is apparent upon a bill in Chancery that the complainant has no equity, the defect may be taken advantage of at any stage of the proceedings. Decree reversed. Remand to the Circuit Court for appeal.

Redman v. Clark & Co. Appeal from the Floyd C. C. Opinion by SELLIVAN J.

1. In an action of Trover the plaintiff to maintain his suit must have a right of property in the goods converted as well as the right of possession at the time of conversion.

2. After a declaration of bankruptcy, the right of property in the bankrupt's goods passes to his assignee, and the latter is entitled to the possession.

3. In the County of Clark, the transcript of a record from a District Court of the United States is admissible as evidence. Judgment reversed. Collins, Bradley and Charles for appellant, Crawford for appellee.

Sturgeson v. Adams & Wilson. Error to the Martin C. C. Opinion by DEXTER J.

If the declaration in assumpsit contain a count on a promissory note and a common count, and the defendant appear to the action and suffer judgment by *nil dictum* it is competent for the Court to award the costs to the plaintiff on the count of the parties. Judgment reversed. Warner for Plaintiff, Davis for Defendant.

The State Bank v. Hyman & another. Appeal from the Dearborn C. C. Opinion by DEXTER J.

If a holder, the endorsee, of a bill of exchange for a valuable consideration, give time to the drawee, he thereby discharges the endorser. Judgment reversed. Lane for Plaintiff, Hyman & another for Defendant.

Dennis v. Pate & others. Error to the Cass C. C. Opinion by BLACKBURN J.

Suit on an instrument as follows:—"Logansport, Oct. 28, 1845. Messrs. Penland & Zorn will please pay in conformity to the agreement between us bearing date 17 Sept. 1845 to W. H. Dennis, N. J. Hyman & Co. or order the sum of \$250 dollars, adding the balance of the same to be paid upon your bill if you may so dispose of and subject to my further order. (Signed) Julius W. Dummer, surt." The instrument was not accepted. The question whether the instrument was a bill of exchange or not, not necessary for the Court to decide.

To authorize a payee to recover on a bill in which there is no time specified for payment, he must present the bill to the drawee for acceptance or payment within a reasonable time. The parties lived in town only 15 miles apart. Mails three times a week between the towns. The instrument was not presented until 30 days after it was received. The presentment was therefore too late. If the instrument is a bill of exchange the plaintiff cannot recover. But on the assumption that the instrument is not a bill of exchange, the plaintiff relies on the common count. The plaintiff's failure to present the bill for acceptance within a reasonable time, is a bar to the action. Judgment reversed. Biddle for Plaintiff, Wright for Defendant.

Scott v. Williams. Error to the Miami C. C. Opinion by BLACKBURN J. The question whether a transcript of a judgment of the Circuit Court is a bill of exchange or not, not necessary for the Court to decide. A question for the Court to decide—whether a transcript of a judgment of the Circuit Court is a bill of exchange or not, not necessary for the Court to decide.

The personal representative of a vendor of real estate, (the vendor having deceased without making a deed and before the contract was completed) has the right in a court of equity to require of the heirs or devisees of the vendor a deed according to the contract of sale, and to demand of the vendee the payment of the purchase money; such personal representative is also entitled to enforce the vendor's lien for the purchase money.

Phelps & others v. Addison et al. Error to the Clay C. C. Opinion by DEXTER J. In an action on a bill of exchange payable to a firm, by the drawers who had paid the bill against receipt of the bill, the plaintiff's bill in the declaration as payable to the firm without setting forth the names of the members of the firm. It is not necessary to allege in declaration on a bill of exchange against the administrators of the acceptor, that the plaintiff is a creditor of the acceptor.

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The Little Step-Son.

By Mrs. A. B. WELBY.

I have a little step-son, the loveliest thing alive, As ever came to a little girl like I along. A noble, sturdy boy he is, and yet he's only nine; His sunny cheeks had a blooming glow, his eyes are black as jet.

And his lips are like two rose-buds, all tremulous and wet, His days pass off in sunshine, in laughter and in song, As careless as a butterfly that flits along. For like a pretty fairy-tale it's all so quickly told, The young life of a little one that's only five years' old.

He's dreaming on his happy couch before the day grows dark, He's up with morning's ray, and singing with the lark; With light locks waving on the wind his fairy form is seen; And the whistling March winds, and the April showers, He watches with the singing birds, and prattles to the flowers.

He cares not for the summer heat, he cares not for the cold; My sturdy little step-son, that's only five years' old.

How touching 'tis to see him clasp his dimpled hands in prayer, And raise his little rosy face, with reverential air; How simple is his eloquence! how soft his accents fall! When pleading with the King of kings to love and bless us all!

And when, from prayer he bounds away in innocence and joy, The blessing of a smiling God goes with the sinless boy. A little lambkin of the flock, within the Savior's fold he lies, his little steps, that's only five years' old.

I have not told you of our home, but in the summer hours, Stands in its simple modesty, hid among the flowers; I have not said a single word about our mines of wealth—Our treasures are this little boy, contentment, peace and love.

For even a lady like us would be a voiceless slave Without the hush of his glad voice, the gleams of his bright face.

And were a courtly pair, I ween, would give their gems and gold For a noble, happy boy like ours, some four or five years' old.

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New Post Office Law.

By Mrs. A. B. WELBY.

The Postmaster General, Cave Johnson, Esq., has issued a Circular of Regulations, "to exhibit and enforce the provisions of the act of Congress, passed March 3, 1845, for the Act to reduce the rate of Postage, &c." We annex such portion of the Regulations as are of interest to the general reader.

1. Postage. On and after July 1, 1845, on a letter not exceeding half an ounce in weight, sent any distance not exceeding three hundred miles, five cents.

2. On letters sent any distance over three hundred miles, ten cents.

3. For every additional weight of half an ounce, or any fractional excess of less than half an ounce, there shall be charged in addition postage of five or ten cents, according to the distance. A balance is furnished to each office, for the purpose of enabling postmasters to ascertain the weight of letters and packets.

4. On letters directed in the post office for delivery in the same place, two cents each.

5. On letters addressed as remaining on hand, there shall be charged, when delivered out, besides the regular postage, the cost of advertising, which will be on each letter two cents, or four cents if advertised in two papers.

6. What is subject to letter postage is defined to be letters in sealed envelopes, or in any other kind of cover, in the mail, by or upon which information shall be asked for or communicated in writing, or by marks or signs.

7. On all circulars, handbills, or advertisements, which are printed or written on single sheets, and which are folded, directed, but not sealed, there shall be charged, for each sheet, when sealed, there shall be charged as follows:—"Quarto" paper, or paper usually called letter paper, say about ten to eight inches to the page; "single cap" is the size commonly called writing paper, say thirteen by eight inches to the page.

8. Where the circular is on a sheet larger than single cap, it is to be rated as a pamphlet. As the postage on these articles is chargeable on each copy, postmasters will carefully examine all packets, and rate the postage accordingly.

9. On all pamphlets, magazines, or other printed or written matter, except newspapers, and except, also, circulars, handbills, or advertisements, as aforesaid, which shall be unaccompanied by any newspaper or other matter having a regular circulation, for every copy of no greater weight than one ounce, for any distance. For every additional ounce, one cent; any fractional excess exceeding half an ounce, to be charged as one ounce; but any excess less than half an ounce is not to be regarded.

10. A pamphlet is a small unbound printed book. A magazine is a periodical publication, containing a number of articles, or essays, or literary compositions, &c. &c.

11. Newspapers so free for any distance not exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail, and when the postage is paid by the publisher, or by the person to whom they are sent, that they shall be charged, for every copy, at the rate of one cent per copy, for any distance exceeding thirty miles from the place where printed, when sent by the regular route of the mail